



March 5, 2014

RECEIVED

MAR 10 2014

Mr. John W. Walch
Eastern Unit Supervisor
Superfund Section - Inactive Hazardous Sites Branch
1646 Mail Service Center
Raleigh, North Carolina 27699-1646

Superfund Section

**RE: Response to IHSB Letter
Voluntary Cleanup Program
Former Patches Body Shop
1903 E. Green Drive, High Point, NC**

NONCD 0002880

Dear Mr. Walch:

On behalf of Mr. Harold Johnson and The Johnson Family Bravo, L.P., Pyramid Environmental and Engineering, P.C., has completed the following response in regards to the IHSB letter dated February 10, 2014 regarding the Voluntary cleanup program for the subject property.

Site History

Mr. Harold Johnson purchased the subject property from Washburn Oil Company in 1972. Documentation of the property purchase is included as **Attachment I**. At that time the property was occupied by a vacant retail gasoline station. Between 1972 and 1989, the USTs were not used by any person or business. In February 1989, Mr. Johnson contracted Larry Hill Sr., Inc. to remove and permanently close four petroleum underground storage tanks (USTs) at the site including; three 4,000-gallon gasoline tanks and one 550-gallon heating oil tank. The laboratory results of soil samples collected underneath the tanks indicated total petroleum hydrocarbon concentrations greater than the action limit of 10 mg/kg. The UST closure documentation was submitted to the Winston-Salem Regional Office of the NCDENR in April 27, 1989.

The NCDENR issued a letter dated June 9, 1989 to Mr. Johnson indicating that the information had been received. The letter also indicated that Mr. Johnson purchased the property and the USTs prior to November 8, 1984, but never operated the USTs. Based on this information, the NC DENR agreed that Mr. Johnson was not responsible for the UST assessment and cleanup and accepted the site into the State Lead Program. A copy of the NDENR letter dated June 9, 1989 is included as **Attachment II**.

On June 1, 1989 Mr. Earl Brown and John C. Lyles leased the property from Mr. Johnson and opened Patches Body Shop. A copy of the lease agreement and documentation of the lease termination are included as **Attachment III**. Patches Body Shop operated at the site from June 1989 to April 1990 (less than a year). In the early 1990s, the former gas station and body shop building was demolished and removed and since that time the site has remained vacant. From the time that Mr. Johnson purchased the property in 1972 to the present day, he has *not* been owner, operator or partner of any business that has occupied the property.

In June 2007, a NCDENR State Lead contractor (Terraine Environmental Consulting) performed a Phase I Limited Site Assessment (LSA I) for the referenced site. The LSA report listed the site as Former Patches Body Shop, NCDENR Leaking UST Incident # 8881. The focus of the LSA was the former petroleum UST system located on the east side of the former gasoline station. Following is a summary of the work completed as part of the LSA I.

- The property use in the area is residential and commercial.
- City water is provided to all residents and businesses and no supply wells were located within 1500 feet of the site.
- The nearest surface water is an unnamed tributary to Richland Creek which is located approximately 200 feet southeast of the site.
- The subject property is vacant at this time, and the former gasoline station building had been removed.
- The soil encountered at the site was described as silty clay with some quartz (saprolite) to 20 feet where there was auger refusal.
- One groundwater monitoring well (MW-1) was installed in the former petroleum underground storage tank (UST) pit.
- Soil samples were collected from MW-1 and analyzed for VOCs, SVOCs, and VPH & EPH using the MADEP methods.
- The depth to groundwater measured in MW-1 was 6.04 feet BLS.
- For soil, the LSA reported tetrachloroethene and vinyl chloride concentrations in soil above the MSCCs for petroleum sites. However, the detected concentrations were below the IHSB Soil Remediation Goals (August 2006).
- For groundwater, the LSA reported C5-C8 aliphatics above 2L Standards in MW-1. The LSA I also recommended sampling MW-1 in December 2007.
- The LSA concluded that the detected compounds indicate a possible chlorinated solvent release. Based on the chlorinated compounds detected in soil analyses during the LSA I, the IHSB required additional assessment at the Patches Body Shop Site.

Based on the detections of chlorinated compounds in the soil at the site, the IHSB issued a letter dated August 2, 2007 to the property owner (Johnson Family Bravo, L.P.) indicating that additional assessment could be performed to prevent the IHSB from adding the site to the inventory of listed Inactive Hazardous Sites. Based on the findings of the LSA I and the letter from the IHSB, Mr. Johnson elected to perform voluntary assessment to attempt to keep the site off the IHSB list.

On October 17, 2007, Pyramid supervised the installation of one temporary groundwater monitoring well (TW-1) at the subject property. The groundwater samples collected from TW-1 were analyzed for volatile and semi-volatile organic compounds indicated that the detected concentrations of tetrachloroethene (48 µg/L) and trichloroethene (4.3 µg/L) exceeded their respective NCAC 2L groundwater standards. No volatile or semi-volatile organic compounds were detected in the shallow soil samples collected at the site at concentrations that exceed the IHSB Soil Remediation Goals (SRGs).

The subject property is located in an area that has been within the city limits for several decades. City water is provided to all residents and businesses within 1500 feet and no supply wells were visibly identified within 1500 feet of the site. There are no surface water intakes within 2000 feet of the site and the nearest surface water is an unnamed tributary to Richland Creek which is located approximately 200 feet southeast of the site. According to the Guilford County GIS system, the total assessed value of the property is \$64,000.

Conclusions

Although Mr. Johnson has owned the property since 1972, he has never been the owner, operator or partner of any business that has occupied the subject property. Therefore he does not believe that he should be held responsible for the contamination that has been discovered at the site. Based on the acceptance of the site into the State Lead Program, the NCDENR agrees that Mr. Johnson is not responsible for the contamination at the site.

The subject property is located in a part of High Point that is not projected to experience increased residential, commercial or industrial development in the next several years and Mr. Johnson has no plans to develop the property in the next several years. In addition, it is conceivable that the costs to perform the State-Directed Assessment and Remedial Action as outlined in the Draft Administrative Agreement could exceed the assessed value of the property. Given all the factors stated above, The Johnson Family Bravo, L.P. elects not to enter into an Administrative Agreement for State-Directed Assessment and Remedial Action or the Voluntary Cleanup Program at this time.

If you have any questions or if you need additional information, please contact us at 335-3174.

Sincerely,



Brett S. Higgins
Project Manager

cc: Mr. Gene Mao – Guilford County Dept. of Environmental Health
Harold Johnson – Johnson Family Bravo, Ltd.

Attachment I

WESCOTT ROBERSON
(1898-1938)
OWEN REESE
(1924-1970)

HORACE S. HAWORTH
ARTHUR M. UTLEY, JR.
DAVID L. MAYNARD
J. BROOKS REITZEL, JR.

ROBERSON, HAWORTH & REESE

ATTORNEYS AND COUNSELLORS AT LAW
SUITE 303 HIGH POINT BANK & TRUST BLDG.

P. O. BOX 1550

HIGH POINT, NORTH CAROLINA 27261

TELEPHONE 882-3306
AREA CODE 810

May 29, 1972

Mr. Harold P. Johnson
Craven-Johnson-Pollock, Inc.
521 North Main Street
High Point, North Carolina

Dear Harold:

We have recorded deed from Washburn Oil Company to you and your wife, covering Lots Nos. 23 and 24, Block E of Brentwood Subdivision, map of which is recorded in Plat Book 4 at Page 49 in the Office of the Register of Deeds of Guilford County.

We have also recorded deed from Mr. & Mrs. Jesse H. Washburn to you and your wife, covering a 20 foot strip in the rear of these lots. This 20 foot strip is part of Lot No. 18, Block E of the Brentwood Subdivision.

At the same time we recorded these deeds, we recorded a Deed of Trust from you and your wife to Washburn Oil Company, covering Lots Nos. 23 and 24 in the original amount of \$11,500.00.

Pursuant to your instructions we made an investigation of title to Lots Nos. 23 and 24 back to the time that Washburn Oil Company acquired the property in 1952.

On these lots we found no mortgages, judgments or liens against the property.

The City of High Point informs us that there are no water, sewer or paving assessments against the property.

In connection with these lots, the City of High Point has taken approximately ten (10) feet off the front of the lots for the widening of Green Street.

The taxes are paid through the year 1971.

In connection with the 20 foot strip, we found no mortgages, judgments or liens against this property.

Mr. Harold P. Johnson
May 29, 1972
Page 2

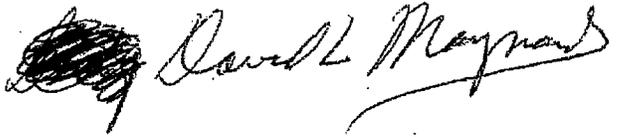
The taxes have been paid through the year 1971.

In the 1920's this property was owned by C. E. Frazier. He conveyed out of a small strip of Lot No. 18, fronting on Hill Street. I cannot identify this conveyance. However, it appears to cover property on the front part of Lot No. 18 fronting on Hill Street.

Subject to matters mentioned above and any state of fact, which an accurate and up-to-date survey may disclose and any unfiled materialmens or mechanics liens, we are of the opinion that for the period checked for Lots Nos. 23 and 24, that you and your wife have acquired a good and marketable title in fee simple to the lots and have also acquired a good and marketable title in the 20 foot strip of land in the rear of Lots Nos. 23 and 24, free and clear of encumbrances.

Very truly yours,

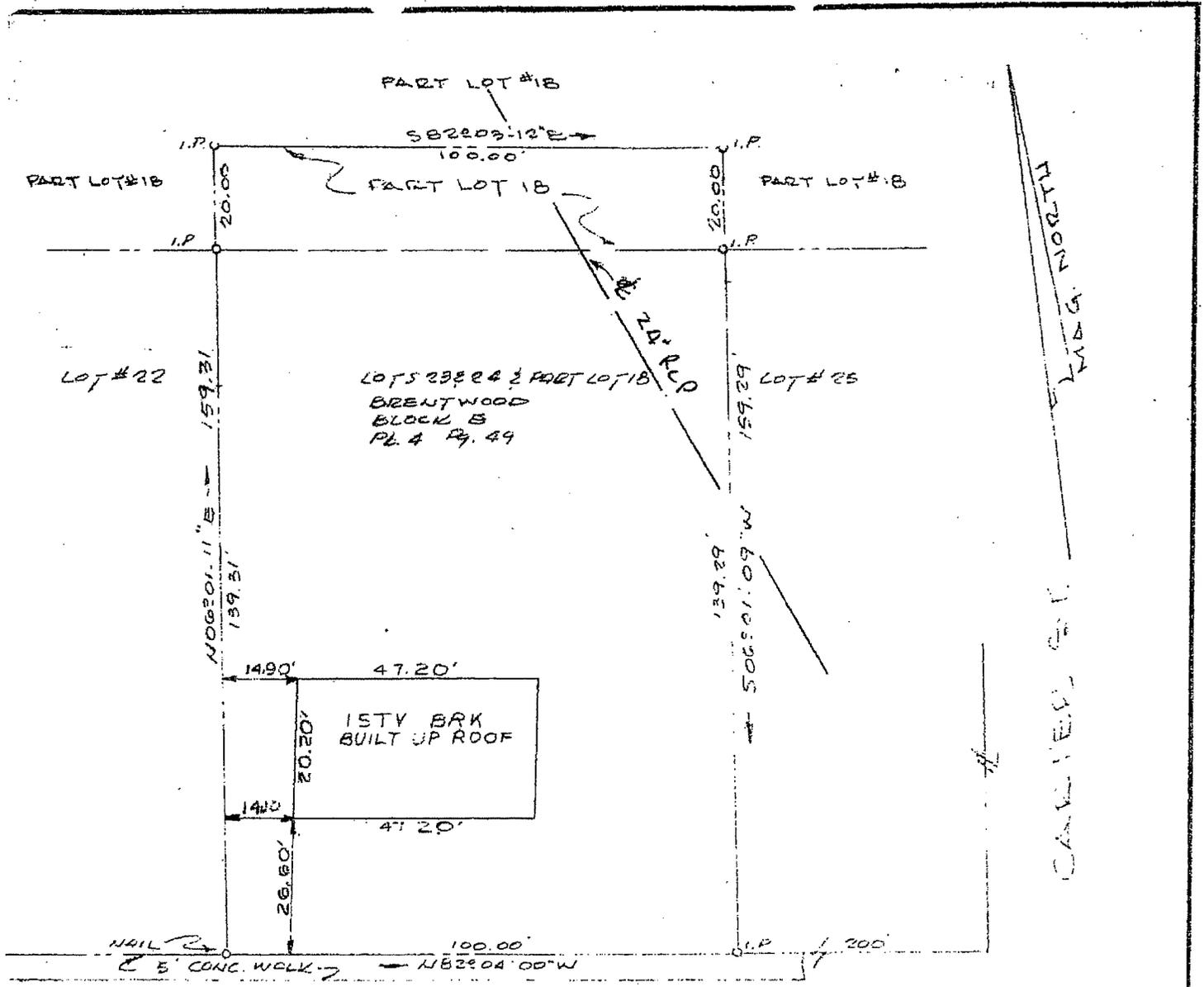
ROBERSON, HAWORTH & REESE

By 

DLM/jd

Harold - The following are the costs in the Washburn Oil Company transaction.

To recording three (3) deeds	\$ 7.50
To recording one (1) deed of trust	3.50
To preparation of two (2) deeds	20.00
To N. C. Revenue Stamps Advanced	12.50
To preparation of Note and Deed of Trust	<u>15.00</u>
	\$58.50



SURVEYED BY

DAVIS-MARTIN & ASSOCIATES, INC.

ENGINEERING & LAND SURVEYING

HIGH POINT, NORTH CAROLINA

DATE 5-22-72 SCALE 1"=30' JOB NO S 5593

SURVEYED W.S. PLATTED BY W.S.

PROPERTY OF

HAROLD E JOHNSON

HIGH POINT, N. C.

Attachment II

*Rental
H. J.*



State of North Carolina
Department of Natural Resources and Community Development
Winston-Salem Regional Office

James G. Martin, Governor

William W. Cobey, Jr., Secretary

DIVISION OF ENVIRONMENTAL MANAGEMENT
GROUNDWATER SECTION

June 9, 1989

Harold P. Johnson
1207 Yorkshire Drive
High Point, NC 27260

SUBJECT: Underground Storage Tank Removal,
1903 E. Green Street,
High Point
Guilford County, N. C.

Dear Mr. Johnson:

This letter is a follow-up to our June 5, 1989 telephone conversation. On April 27, 1989, this office received a letter from Terry Cole from the Guilford County Health Department and a copy of sample results collected by Larry Hill at the subject location. One sample showed 115 ppm total petroleum hydrocarbons. Because this level is above our 100 ppm action level for soil remediation, further cleanup is necessary at the site. According to 40 CFR 280.12, the "owner" of tanks that were in use before November 8, 1984 but no longer in use on that date is the person who owned the tanks immediately before the discontinuation of use. Since you bought the tanks before November 8, 1984 and never used the tanks, you are not the "owner" of the tanks. Therefore, you are not responsible for the cleanup. Since the "owner" is deceased, I will request that the site be put on the UST Trust Fund list.

If you have any questions, please contact me at the letterhead address or telephone number.

Sincerely,

Emily F. Gloeckler

Emily F. Gloeckler
Hydrogeological Technician

EFG/vm

cc: WSRO

Terry Cole, Guilford County Health Dept.
Incident Management

8025 North Point Boulevard, Suite 100, Winston-Salem, N.C. 27106-3295 • Telephone 919-761-2351

Attachment III



NORTH CAROLINA
GUILFORD COUNTY

RESIDENTIAL LEASE CONTRACT

THIS LEASE, made this 1st day of June, 1989, between
CRAVEN-JOHNSON-POLLOCK, INC. AGENT FOR THE OWNER, hereinafter called LANDLORD or AGENT or
AGENCY: Carl Brown and John C. Lytle, hereinafter called TENANT.

WITNESSETH:

LANDLORD does hereby lease unto TENANT, and TENANT does hereby take as TENANT under the LANDLORD the
premises known as and located at: 1905 East Green - Building,
High Point, North Carolina.

TERMS AND CONDITIONS OF LEASE which the respective parties covenant and agree to perform and fulfill:

1. **RENTAL:** The rent shall be paid at the office of the AGENT, and shall be at the rate of \$ _____ per month, and shall be due and payable (without demand therefore) on the first day of each month during the term of this Lease.
2. **TERM:** This Lease shall commence on the 1st day of June 1989, and continue on a 30 day basis, with payment of rent this date in the amount of \$ 300.00, paying rent to 7-1- 1989, and thereafter in advance as due on the first day of each month.
3. **LATE PAYMENT FEE:** A \$ _____ late payment fee will be charged if rent is paid after the 5th of each month. The Agent may at his discretion take legal action for rent and possession when the rent has become 10 days past due.
4. **HOLDING OVER:** If TENANT holds possession hereunder after the expiration of the term of this lease, with consent of LANDLORD, this Lease shall renew itself from month-to-month until terminated by either party giving the other a thirty (30) day advance written notice, and rent shall be paid in advance for said notice period.
5. **SECURITY DEPOSIT:** Tenant hereby deposits \$ 300.00 to be held by Owner or Agent, receipt of which is herewith acknowledged, as a clean-up fund and as security for the performance of all the conditions of this lease and as specified in the General Statutes of the Landlord Tenant Act (Article 6 G.S. 42-51); which sum or so much thereof as necessary—may be applied by the owners or Agent toward the remedy of any default by tenant, and the remainder thereof, if any, shall be refunded as soon as possible after tenant has vacated the premises and terminates this lease as herein provided. This provision shall in no way bar the right of the Landlord to collect from the tenant in excess of said deposit. Security Deposit may not under any circumstances be used by Tenant as the final month's rent nor shall it be transferrable between tenants. Security Deposit is held in a trust account at Preferred Savings Bank, 1200 N. Main St., High Point, NC, interest earned, if any, will be retained by the Agent. If the owner terminates this agent, and the agent transfers tenants security deposit to the owner or to the owner's agent, this agency, (Craven-Johnson-Pollock, Inc.) is no longer liable for the tenant's security deposit.
6. **UTILITIES AND SERVICES:** TENANT shall pay for all utilities and services used except:
A. _____
B. _____
7. **TERMINATION OF LEASE**
(A). **Termination by Tenant:** If TENANT desires to cancel this lease
(1). TENANT shall give the AGENT thirty (30) days advance written notice of intent to vacate.
(2). TO PAY THE RENT IN ADVANCE THROUGH THE NOTICE PERIOD.
(B). **Termination by Landlord:** In the event this Lease is terminated by the LANDLORD as a result of violation of the terms by the TENANT, the security deposit shall be forfeited to the LANDLORD.
TENANT shall further be responsible for any other loss suffered by LANDLORD as a result of termination or violations of the provisions of this contract.
8. **PET CLAUSE:** No pets or animals of any kind shall be kept on the premises.
9. **OCCUPANCY AND ENTRY:** TENANT shall use the premises solely as a residence for himself and immediate family, as specified in application, and no occupancy of the premises will be allowed in excess of the number for which originally rented. The premises shall not be sub-let, transferred, or assigned. The Management shall have the Right of Entry to the premises for the performance of repairs and inspections as needed.

10. **CONDITIONS, DAMAGES & REPAIRS:** The premises have been inspected and found to be in good order and repair, and no representation as to condition of repair has been made and no promise to decorate, alter, repair or improve the same has been made, unless otherwise specified in writing. The TENANT shall maintain the property in as good condition as he finds it, reasonable wear and tear excepted, and shall pay for cost of repairing any damaged caused by abuse, negligence or misuse of the property.
 No painting shall be done nor shall any alterations, changes, or attachments (including T.V. Antennas) be made to any part of the building; nor shall there be any boring or screwing into the woodwork, walls or ceiling without the consent of the LANDLORD, or its AGENT.
 No pictures, mirrors, etc. shall be hung on any wall except by use of Bull Dog type picture hooks. Use of picture hooks with adhesive tape is prohibited.
 All glass, locks, screens, and trimmings in and upon the doors and windows shall be kept whole; and whenever any part thereof shall be broken or damaged by the TENANTS abuse or negligence, the TENANT shall pay for cost of repairing or replacing the same to the satisfaction of the LANDLORD, or its AGENT.
11. **PLUMBING:** TENANT SHALL KEEP SINK, LAVATORY, AND COMMODE DRAINS OPEN AT HIS OWN EXPENSE. All drains are considered to be open and in good order if not reported within the first five (5) days of occupancy. The cost of repairing any damages resulting from the abuse or misuse of the plumbing equipment shall be borne by the TENANT. LANDLORD reserves the exclusive right to select the repairman required to repair any such damage.
12. **GARBAGE, WASTE, ETC.:** GOOD HOUSEKEEPING IS EXPECTED OF EVERYONE. Keeping the unit clean and sanitary will reduce the possibility of it becoming infested with roaches and other pests. No trash, waste, garbage, or refuse of any type shall be placed or thrown on the premises grounds. Nor shall anything be thrown, stored, shaken, hung or extended from the windows, doors or roof of the premises or set upon the exterior sills of the windows, nor shall any sign, lettering, or displays be shown on or from the windows or doors or any exterior area of the premises. The TENANT further agrees to replace lost or damaged mobile toters.
13. **WALKWAYS, DRIVEWAYS, ETC.:** The walk-ways, courts, driveways, and parking areas shall not be obstructed by TENANTS or used for any purpose other than that for which intended. Vehicles shall be parked ONLY in parking areas provided.
14. **UNLICENSED — INOPERABLE VEHICLES:** No unlicensed and/or unused or inoperable vehicles shall be stored upon the premises, nor shall any trailers, campers, or boats be kept thereon. The premises shall not be used for the purpose of repair or overhaul of vehicles.
15. **USE OF GROUNDS AND COMMON AREAS:** Common areas and hallways shall not be used for any type of storage; nor shall children's toys and recreation equipment be left on the grounds. Tenant of a single family residence shall keep grounds and lawn cleaned up and properly cut as needed.
16. **PERSONAL PROPERTY ON PREMISES:** All personal property placed in the premises shall be at the sole risk of the TENANT, and LANDLORD shall not be liable for loss, destruction, theft of, or damage to said property. It is recommended that TENANT obtain insurance on his personal property for his own protection.
17. **USE OF PREMISES AND QUIET POSSESSION:** TENANT shall not use or permit to be used the premises for any unlawful purpose and shall not make or permit to be made, any disturbing noises, or do or permit any act which will interfere with the rights, comforts, or conveniences of other TENANTS. All musical devices must be kept at a reasonable volume, sufficiently low to prevent other tenants from being disturbed, (No band instruments shall be practiced on at anytime; nor will the giving of music lessons, vocal or instrumental, be permitted in the building. Single family rental property excepted).
18. **COURT COSTS, EVICTION PROCEEDINGS, ETC.:** In the event LANDLORD employs an attorney due to TENANT'S violation of any term, provision, covenant or condition of this contract, TENANT shall be liable for any reasonable attorney's fees incurred by LANDLORD. TENANT shall be liable for payment of court costs and processing fees involved in any eviction action taken by LANDLORD for delinquent rents.
19. **VACATING, ABANDONMENT AND DEFAULT:** TENANT agrees upon vacating the premises to pay for all utility services due and have same discontinued; to see that the property is left CLEAN -- including range and refrigerator, if furnished; that all trash or other refuse is removed from the premises; that the doors and windows are properly locked or fastened; and that the keys are returned to the LANDLORD or its AGENT.
 If the premises is abandoned or becomes vacant or unoccupied during the term of the contract, or if TENANT fails to pay rent when due, or violates any other provision of this contract, the LANDLORD or his AGENT shall have the right -- without notice or demand -- to immediately annul and terminate this contract; re-enter and take possession of the premises. Any personal property abandoned or left behind may be disposed of by the LANDLORD in any manner he selects, so as to make the property immediately available for re-renting and TENANT DOES hereby waive any rights or claims to such property.
20. **OTHER PROVISIONS:** _____

CRAVEN-JOHNSON-POLLOCK, INC., AGENT
FOR THE OWNER

Carl Brandy (SEAL)
(TENANT)

John C. Galt (SEAL)

BY: Deborah B. Mattingly (SEAL)
AGENT

DATE: 6-1-89

DATE: 6-1-89



Craven-Johnson-Pollock, Inc.

Note: Co-Applicant must complete a separate application form.

The undersigned hereby makes application to rent the house located at 1905 East Green Dr. High Point N.C. beginning on 6/1/89 1989 at a monthly rental of 300.00 per mo.

FULL NAME John Clayton Lyles Phone No. (919) 882-2684
Date of Birth 3/27/43 Social Security No. 228-96-1655
Name of Co-Applicant _____

Number of Dependents including Co-Applicant None Ages of Dependents _____

Other occupants and their relationship Earl Brown

RESIDENCE HISTORY FOR 3 YEARS

Current Address 2507 Knoll Ct. H.P.

Month & Year Moved In 3/20/78 Reason For Moving Buy a home

Landlord Wabiconha Bank Phone No. () _____

Previous Address 1008 Park St

Month & Year Moved In 1973 Reason For Moving own on home

Landlord R. Clark Phone No. () _____

Previous Address _____

Month & Year Moved In _____ Reason For Moving _____

Landlord _____ () _____

EMPLOYMENT INFORMATION

EMPLOYER (Current) East Green Tavern and Cafe

Date Employed 1/1/88 Position owner

Supervisor _____ Phone No. 8868431

Address of Employer 1805 E Green

Salary 1800 per If employed by above less than 6 months, give name and address of previous Employer or School _____

BANK AND CREDIT REFERENCES

YOUR BANK City Branch Type of Acct. Acct. No.

Credit References City/State Acct. No.

1. High Point Bank and Trust Clipping and saving

2. First Citizens Credit Acct.

3. _____

Your Driver's License Number 1061063 State N.C.

Your Vehicle (Make Model) 1979 Buick Year _____ Tag No. _____ State NC

Second Vehicle (Make Model) TRUCK Year 78 Tag No. _____ State NC

Other Vehicles _____

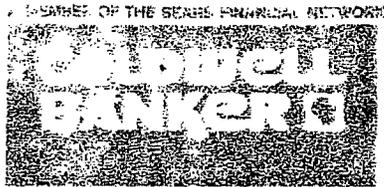
Have you ever: Filed for bankruptcy? No Yes _____

Been evicted from tenancy? No Yes _____

Willfully or intentionally refused to pay rent when due No Yes _____

John C. Lyles Signature of Applicant Date Signed 5/19/89

STATEMENT



POST OFFICE BOX 1207
HIGH POINT, NC 27261
Phone: (919) 884-4555

DATE Apr 26, 90

CRAVEN JOHNSON POLLOCK, INC.

An Independently Owned and Operated Member
of Colwell Banker Residential Affiliates, Inc.

POSTED

1991 110W1

DETACH AND RETURN THIS STUB WITH REMITTANCE

AMOUNT REMITTED \$ _____

DATE	CHARGES AND CREDITS	BALANCE
Apr 26, 90	Disposition of security deposits: 1903, 1905 East Green Drive	\$150.00
		<u>\$300.00</u>
		\$450.00
44003071 -	Less: 10 days March rent (1905)	- 96.77
44000200 (< March rent (1903)	- 250.00
	> 7 days April rent (1903)	- 75.00
	Balance refunded to tenant	<u>\$ 28.23</u>
Thank You!		

Item #STN52 The Drawing Board, Dallas, Texas 75266-0429
© Wheeler Group, Inc., 1982

YOUR CHECK IS YOUR RECEIPT

DATE	DESCRIPTION	AMOUNT
April 26, 90	Refund balance of security deposit to tenant: 1903,1905 E Green Drive	\$28.23

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED ABOVE. IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.



Craven-Johnson-Pollock, Inc.
REGULAR RENTAL SECURITY DEPOSIT TRUST ACCOUNT **No. 426**

66-7369
2531

PREFERRED SAVINGS & LOAN
HIGH POINT, N.C.

521 NORTH MAIN STREET - P.O. BOX 1207
HIGH POINT, NORTH CAROLINA 27261

April 26, 1990

PAY TWENTY EIGHT DOLLARS AND 23/100

TO THE ORDER OF Earl Brown

AMOUNT
\$28.23

COPY - NOT NEGOTIABLE